

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

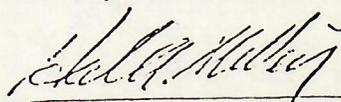
That I, Hal A. McVey, 11855 Swadley Drive, Lakewood, CO
80215 do by these presents hereby make,
constitute and appoint Hal D. McVey, 5290 Indiana Street, Golden
Colorado 80401 my true and lawful attorney-in-fact
for me and in my name, place and stead to:

Execute and deliver oil, gas and mineral leases and all applications and offers therefor, assignments of oil, gas and mineral leases and applications and offers therefor, or of any interest therein, and all statements of interest and holdings and any other necessary statements which are or may be required by the Federal Leasing Regulations of the United States of America in respect thereof; contracts for and pertaining to the development or operation of oil, gas and mineral lands and leases, or of any interest therein; contracts of and for the sale and purchase of real and personal property in connection with such oil, gas and mineral lands and leases; contracts for and pertaining to the sale, purchase, processing, treating, acquisition, disposition and exchange of all crude oil, natural gas, casinghead gas, petroleum products, sulphur and chemicals, or any other products; unitization agreements and declarations; plans of development; designation of participating areas; drilling contracts relating to any and all wells; farmout contracts, transfer and division orders; mineral and royalty deeds; conveyances, leases and subleases of oil, gas and other mineral interests; contracts for making dry-hole and bottom-hole contributions; affidavits concerning the drilling of wells and of production; applications for oil, gas and mineral leases, and government permits, or for the renewal and extension thereof or suspension of obligations thereunder, or for the approval of assignments or releases of oil, gas and mineral leases, or interests therein, or of operating, royalty or other contracts described herein; TOGETHER with power and authority to execute lease bonds, operator's bonds, bonds on communitization agreements, consents of surety, and agreements indemnifying sureties on such bonds, and TOGETHER with full power and authority to execute any amendments, modifications, supplements, releases, renewals, extensions, cancellations, assignments and transfers of and pertaining to any of the instruments herein set forth, and to supply all things necessary or desirable to enable the undersigned to acquire, handle, maintain, extend, perpetuate, transfer or dispose of any and all rights created or evidenced by such instruments.

Not by way of limitation, but by way of confirmation, the powers and authority hereby conferred shall include any and all of the above described instruments and rights which may cover or pertain to lands of the United States or any State or Territory thereof, or oil, gas and mineral rights owned by the United States or any State or Territory thereof; or Tribal and Allotted Indian Lands.

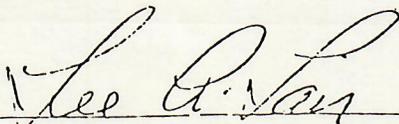
Granting and giving unto said attorney-in-fact full authority and power to do and perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution.

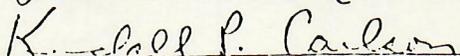
IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of November, 1979.



Hal A. McVey

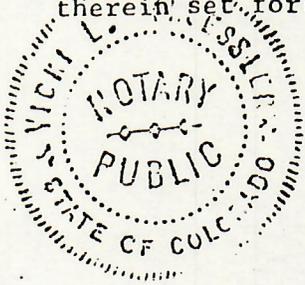
WITNESS:





County of Jefferson) ss
STATE OF COLORADO)

On this 29th day Nov., 1979, before me, a notary public in and for the County of Jefferson, State of Colorado, personally appeared Hal A. McVey, known to me to be the person who executed the foregoing power-of-attorney and acknowledged to me that he executed the same as his free act and deed and for the uses and purposes therein set forth.



Vicki L. Schneider

Notary Public

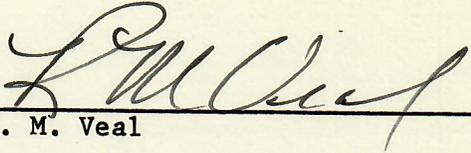
My Commission expires: 12/5/82

Hal A. McVey

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey



R. M. Veal

F & S ENTERPRISES

ATTEST:

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

Elmer H. Peterson, Jr.

PUCKETT ENERGY COMPANY

ATTEST:

By _____

H. W. Nelson, Jr.

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

The following executions shall be effective as to the undersigned working interest owners' interests in the Patented lands covered by this Agreement and hereby commit the basic royalty of John and Mary Lebsack; Victor E. and Jean Ramey, Jr.; Marie Brdar; Marjorie R. Magill; William and Darlene Oberg Strangways; Estate of George Wacker; Helen Mae Lewis, George A. Walker, and H. Jack Walker, created under the terms and provisions of the Oil and Gas leases described in Tract III of Exhibit "B" to this Agreement. A copy of each Oil and Gas lease is attached hereto.

OPERATOR

ATTEST:

ROMAC EXPLORATION COMPANY, INC.

By _____

WORKING INTEREST OWNERS:

Hal A. McVey



R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By

George J. Strate

ATTEST:

THE ELLBOGEN COMPANIES

By

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By

H. W. Nelson, Jr.

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

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OPERATOR

ATTEST:

ROMAC EXPLORATION COMPANY, INC.

By _____

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By George J. Strate

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

To Pooling Agreement dated November 13, 1980, embracing the NE 1/4 of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Elmer H. Peterson, Jr.

PUCKETT ENERGY COMPANY

ATTEST:

By _____

H. W. Nelson, Jr.

OVERRIDING ROYALTY INTEREST OWNERS:

Darrell G. Seal

Ben L. Peterson

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me by Maurice K. Fox
and George J. Strate, as partners
of F & S Enterprises.

This 19th day of January, 1981.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires April 3, 1982

Loise Mills
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____

This _____ day of _____, 1981.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

To Pooling Agreement dated November 13, 1980, embracing the
NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan
County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By 

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By _____

H. W. Nelson, Jr.

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

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OPERATOR

ATTEST:

ROMAC EXPLORATION COMPANY, INC.

By _____

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By 

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By _____

H. W. Nelson, Jr.

OVERRIDING ROYALTY INTEREST OWNERS:

Darrell G. Seal

Ben L. Peterson

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me by _____

John P. Ellbogen, as Partner
of The Ellbogen Companies.

This 12th day of January, 1981.

WITNESS my hand and official seal.



My Commission Expires:
My Commission Expires Nov. 24, 1984

Nena C. Todd
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____

This _____ day of _____, 1981.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

F & S ENTERPRISES

ATTEST:

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

Elmer H. Peterson, Jr.

PUCKETT ENERGY COMPANY

ATTEST:

By _____

H. W. Nelson, Jr.

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OPERATOR

ATTEST:

ROMAC EXPLORATION COMPANY, INC.

By _____

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By _____

H. W. Nelson, Jr.

OVERRIDING ROYALTY INTEREST OWNERS:

Darrell G. Seal

Ben L. Peterson

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

This _____ day of _____, 1981.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

The foregoing instrument was acknowledged before me by _____
Bill D. Farleigh

This 13th day of January, 1981.

WITNESS my hand and official seal.

My Commission Expires:



Dixie L. Blower
Notary Public

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh



Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By _____

H. W. Nelson, Jr.

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OPERATOR

ATTEST:

ROMAC EXPLORATION COMPANY, INC.

By _____

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

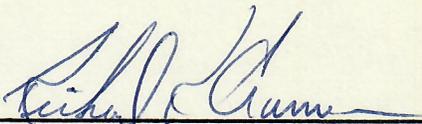
By _____

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh



Richard K. Cramer

Harry Ptasynski

Dan Kamphausen

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

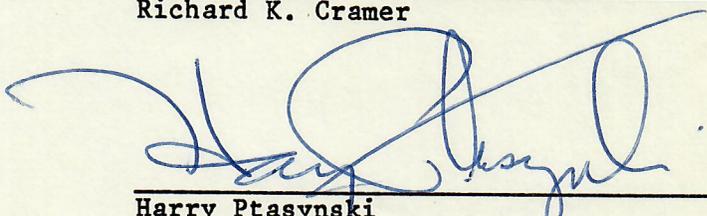
ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer



Harry Ptasynski

Dan Kamphausen

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By _____

H. W. Nelson, Jr.

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OPERATOR

ATTEST:

ROMAC EXPLORATION COMPANY, INC.

By _____

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

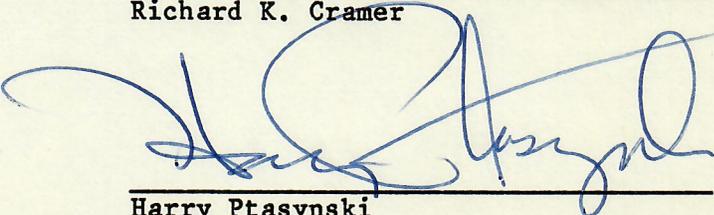
ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer



Harry Ptasynski

Dan Kamphausen

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

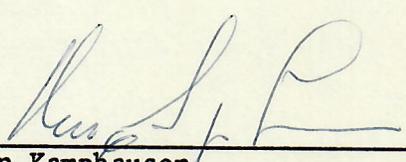
THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski



Dan Kamphausen

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By _____

H. W. Nelson, Jr.

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

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OPERATOR

ATTEST:

ROMAC EXPLORATION COMPANY, INC.

By _____

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

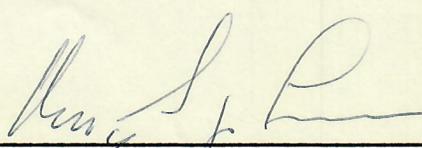
THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer

Harry Ptasynski



Dan Kamphausen

To Pooling Agreement dated November 13, 1980, embracing the
NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan
County, Colorado

WORKING INTEREST OWNERS:

Hal A. McVey

R. M. Veal

ATTEST:

F & S ENTERPRISES

By _____

ATTEST:

THE ELLBOGEN COMPANIES

By _____

Bill D. Farleigh

Richard K. Cramer

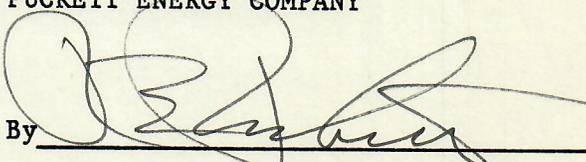
Harry Ptasynski

Dan Kamphausen

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By  _____

H. W. Nelson, Jr.

To Pooling Agreement dated November 13, 1980, embracing the NE¼ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Elmer H. Peterson, Jr.

ATTEST:

PUCKETT ENERGY COMPANY

By [Signature]

H. W. Nelson, Jr.

OVERRIDING ROYALTY INTEREST OWNERS:

Darrell G. Seal

Ben L. Peterson

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me by _____

R. E. Puckett, as Partner
of Puckett Energy Co.

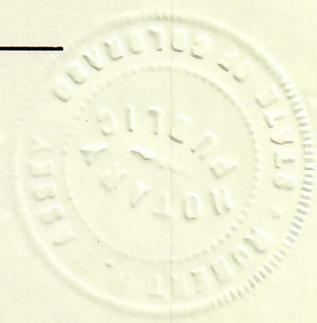
This 16 day of January, 1981.

WITNESS my hand and official seal.

My Commission Expires:

12-21-83

[Signature]
Notary Public



STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____

This _____ day of _____, 1981.

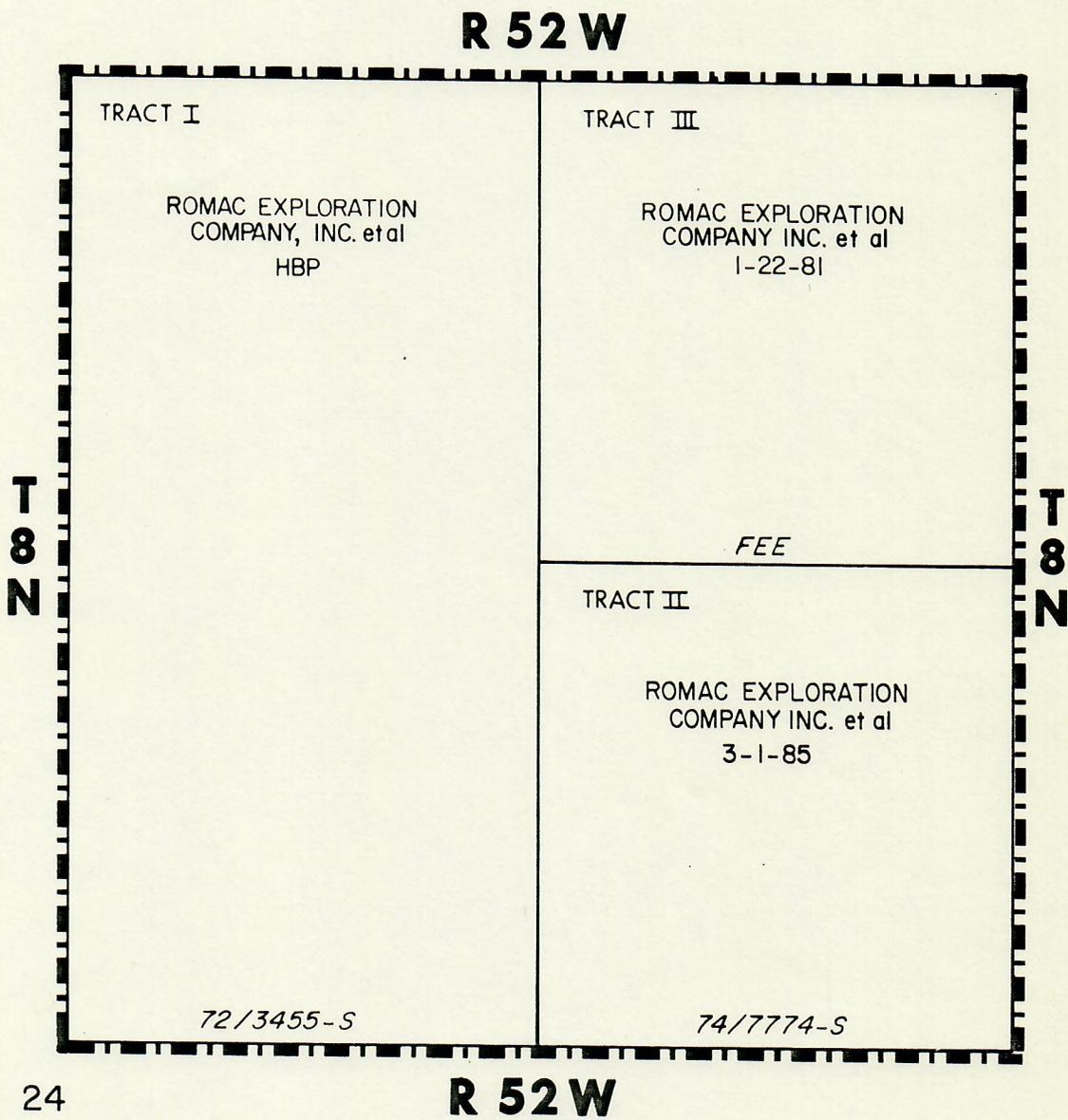
WITNESS my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"

PLAT OF WHITE TAIL POOLING AGREEMENT COVERING NE 1/4, SECTION 24, TOWNSHIP 8 N
RANGE 52W, 6th P.M., LOGAN COUNTY, COLORADO.



WHITE TAIL FIELD
"D" SAND FORMATION
- - - - - BOUNDARY OF POOLED AREA

EXHIBIT "B"

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

OPERATOR OF COMMUNITIZED AREA:

ROMAC EXPLORATION COMPANY, INC.

DESCRIPTION OF LEASES COMMITTED

TRACT I

Lessor(s):	State of Colorado	
Lessee(s) of Record:	Hal A. McVey	1.56250%
	R. M. Veal	1.56250%
	F & S Enterprises	6.25000%
	The Ellbogen Companies	6.25000%
	Bill D. Farleigh	6.25000%
	Richard K. Cramer	12.50000%
	Harry Ptasynski	12.50000%
	Dan Kamphausen	12.50000%
	Elmer H. Peterson, Jr.	5.20833%
	Puckett Energy Company	5.20833%
	H. W. Nelson, Jr.	5.20834%
	Romac Exploration Company, Inc.	25.00000%
Serial Number of Lease:	72-3455-S	
Date of Lease:	December 5, 1972	
Primary Term:	5 years (HBP)	
Basic Royalty Rate:	12.5%	
Description of Land Committed:	W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado	
Number of Acres:	80.00	
Name and Percentage of Each Working Interest Owner:	Hal A. McVey	1.56250%
	R. M. Veal	1.56250%
	F & S Enterprises	6.25000%
	The Ellbogen Companies	6.25000%
	Bill D. Farleigh	6.25000%
	Richard K. Cramer	12.50000%
	Harry Ptasynski	12.50000%
	Dan Kamphausen	12.50000%
	Elmer H. Peterson, Jr.	5.20833%
	Puckett Energy Company	5.20833%
	H. W. Nelson, Jr.	5.20834%
	Romac Exploration Company, Inc.	25.00000%
Name and Percentage of Each Overriding Royalty Interest Owner:	Darrell G. Seal	5%
	Ben L. Peterson	.25%

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT II

Lessor(s): State of Colorado

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Serial Number of Lease: 74-7774-S

Date of Lease: December 18, 1974

Primary Term: 5 years (renewable)

Basic Royalty Rate: 12.5%

Description of Land Committed: SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Number of Acres: 40.00

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
-----------------	------

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT III

Lessor(s): John Lebsack & Mary Lebsack, his wife

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Date of Lease: February 13, 1979

Primary Term: 2 years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Number of Acres: 10 net, 40 gross

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
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Pooling Clause on Lease:

Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity hereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included to such unit in the same manners as though produced from the above described land under the terms of this lease.

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT III (cont'd.)

Lessor(s): Victor E. Ramey, Jr. and Jean Ramey

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Date of Lease: January 22, 1976

Primary Term: 5 years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Number of Acres: 10 net, 40 gross

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Pstaynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
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Pooling Clause on Lease:

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT III (cont'd.)

Lessor(s): Marie Brdar, a married woman in her sole and separate property

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.02833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Date of Lease: January 29, 1976

Primary Term: 5 years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Number of Acres: 2.857144 net, 40 gross

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
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Pooling Clause on Lease:

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT III (cont'd.)

Lessor(s): Marjorie R. Magill

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Date of Lease: June 23, 1980

Primary Term: 2 years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ of Sec. 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Number of Acres: 2.857144 net, 40 gross

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
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Pooling Clause on Lease:

Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity hereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included to such unit in the same manners as though produced from the above described land under the terms of this lease.

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT III (cont'd.)

Lessor(s): Darlene Oberg Strangways and William Strangways

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Date of Lease: January 26, 1976

Primary Term: 5 years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ of Sec. 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Number of Acres: 2.857144 net, 40 gross

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
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Pooling Clause on Lease:

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT III (cont'd.)

Lessor(s): Estate of George Wacker

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Date of Lease: January 29, 1976

Primary Term: 5 years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ of Sec. 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

Number of Acres: 8.571424 net, 40 gross

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
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Pooling Clause on Lease:

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

To Pooling Agreement dated November 13, 1980, embracing the NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan County, Colorado

TRACT III (cont'd.)

Lessor(s): Helen Mae Lewis, George A. Walker,
and H. Jack Walker

Lessee(s) of Record:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Date of Lease: September 10, 1980

Primary Term: 2 years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ of Sec. 24, Township 8 North,
Range 52 West, 6th P.M., Logan County,
Colorado

Number of Acres: 2.857144 net, 40 gross

Name and Percentage of Each Working Interest Owner:

Hal A. McVey	1.56250%
R. M. Veal	1.56250%
F & S Enterprises	6.25000%
The Ellbogen Companies	6.25000%
Bill D. Farleigh	6.25000%
Richard K. Cramer	12.50000%
Harry Ptasynski	12.50000%
Dan Kamphausen	12.50000%
Elmer H. Peterson, Jr.	5.20833%
Puckett Energy Company	5.20833%
H. W. Nelson, Jr.	5.20834%
Romac Exploration Company, Inc.	25.00000%

Name and Percentage of Each Overriding Royalty Interest Owner:

Ben L. Peterson	.25%
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Pooling Clause on Lease:

Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity hereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included to such unit in the same manners as though produced from the above described land under the terms of this lease.

To Pooling Agreement dated November 13, 1980, embracing the
NE $\frac{1}{4}$ of Section 24, Township 8 North, Range 52 West, 6th P.M., Logan
County, Colorado

RECAPITULATION

<u>Tract Number</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest In Committed Area</u>
I	80.00	50.00%
II	40.00	25.00%
III	40.00	25.00%
	<hr/>	<hr/>
	160.00	100.00%

THIS AGREEMENT, Entered into this the 13th day of February, 19 79
between John Lebsack and Mary Lebsack, his wife, P. O. Box 311, Sterling, Colorado 80751

hereinafter called lessor,
and Robert C. Roehrs, 2550 First National Bank Bldg., Denver, CO 80293 hereinafter called lessee, does witness:

1 That lessor, for and in consideration of the sum of Ten & OVC Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right, to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Logan, State of Colorado, and described as follows:

T. 8 N., R. 52 W.
Sec. 24: NE/4NE/4

and containing 40 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Two (2) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 13th day of February, 19 80 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Security State Bank at Sterling, Colorado 80751, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of Forty & No/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Social Security Number _____

X John Lebsack
John Lebsack

Social Security Number _____

X Mary Lebsack
Mary Lebsack

AGREEMENT, Made and entered into this 22nd day of January 1976
by and between Victor E. Ramey, Jr. and Jean Ramey, his wife,
17340 County Road #370, Sterling, Colorado 80751

Party of the first part, hereinafter called lessor (whether one or more) and
Transcontinent Oil Company, Denver, Colo. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More (\$10.00 and More) DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purpose of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that cer-

tain tract of land, together with any reversionary rights therein, situate in the County of Logan State of Colorado, described as follows, to-wit:

Township 3 North, Range 52 West, 6th P.M.
Section 13: NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$

(Lessee agrees to contact Lessor and pay \$500.00 advance surface damages before commencing any drilling operations.)

It is agreed that this lease shall remain in force for a term of 5 and containing 160.00 acres, more or less, produced from said land by the lessee, its successors and assigns:

- In consideration of the premises the said lessee covenants and agrees:
 - First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.
 - Second. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay a sum equal to the annual delay rental herein as royalty, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
 - Third. To pay lessor one-eighth ($\frac{1}{8}$) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 22nd day of January, 1977, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

Commercial Savings Bank at Sterling, Colorado or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and No/100 (\$160.00) DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and pay any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next rental paying date this lease shall terminate as to both parties, unless the lessee on or before the next rental paying date shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon the resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after any reversion having occurred to cover the interest so acquired with or without notice of said reversion to lessee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for all damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease, and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or vesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time release this lease as to part or all of the lands above described after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

S.S. No. _____ (SEAL) Victor E. Ramey, Jr. (SEAL)
 _____ (SEAL) Victor E. Ramey, Jr. (SEAL)
 _____ (SEAL) Jean Ramey (SEAL)
 _____ (SEAL) Jean Ramey (SEAL)

511980

2-20-76

1:00 o'clock A. M. Mary Graves Recorder
Jean Stid Deputy

C-2900-A

3) AGREEMENT. Made and entered into this 29th day of January 1976
by and between Marie Brdar, a married woman dealing in her sole and separate property
603 N. 3rd St.
Sterling, Colorado 80751

Party of the first part, hereinafter called lessor (whether one or more) and
Transcontinent Oil Company, Denver, Colorado 80202
Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More (\$10.00 & More) DOLLARS
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to
be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its
successors and assigns for the sole and only purpose of surveying by geological, geophysical and all other methods, mining and operating for oil and
gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that cer-

tain tract of land, together with any reversionary rights therein, situate in the County of Logan
State of Colorado described as follows, to-wit:
8:00 o'clock A.M. 511976 2-20-76
M. Mary Graves
Jason Steh

TOWNSHIP 8 NORTH, RANGE 52 WEST, 6th P.M.
Section 13: NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$

and containing 160.00 acres, more or less.
It is agreed that this lease shall remain in force for a term of 5 years from date, and as long thereafter as oil or gas, or either of them, is
produced from said land by the lessee, its successors and assigns:

In consideration of the premises the said lessee covenants and agrees:
First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal
one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay
lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only
is found and where not sold shall pay a sum equal to the annual delay rental herein as royalty, and while such royalty is so paid such well shall be held
to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal
dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

Third. To pay lessor one-eighth ($\frac{1}{8}$) of the market value at the well for gas produced from any oil well and used off the premises, or for the
manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 29th day of January 1977, this lease shall terminate
as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

Direct to Lessor Bank at 603 N. 3rd St.
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part
thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of

One Hundred sixty and 00/100 (\$160.00) DOLLARS,
which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner
and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.
And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date
when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and pay any and all other rights
conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be
deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the
payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the
land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next rental paying date
this lease shall terminate as to both parties, unless the lessee on or before the next rental paying date shall resume the payment of rentals in the
same amount and in the same manner as hereinbefore provided, and it is agreed upon the resumption of the payment of rentals, as above provided,
the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no
interruption in the rental payment.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and
rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such
rentals shall be increased at the next succeeding rental anniversary after any reversion having occurred to cover the interest so acquired with or
without notice of said reversion to lessee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells
and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to
draw and remove casing.

Lessee shall pay for all damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines be-
low plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the
lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this
lease, and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them
be found in paying quantities in any such well this lease shall continue and be in force with like effect as if such well had been completed within
the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease
or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or
advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit
or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of
one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the pro-
duction of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an
instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a
unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have
the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The
royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the propor-
tion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall
extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties
shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is
hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or
parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat
or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said
rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obliga-
tions hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with
orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or com-
mittees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or
be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a
cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compli-
ance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such compli-
ance purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the
terms and conditions of this lease where inconsistent therewith.

Lessee may at any time release this lease as to part or all of the lands above described after which all payments and liabilities thereafter to accrue,
as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced
proportionately.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time
to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and
be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and
devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.
(SEAL) x Marie Brdar (SEAL)
Marie Brdar (SEAL)
(SEAL) S.S.# (SEAL)
(SEAL) (SEAL)

THIS AGREEMENT, Entered into this the 23rd day of June, 19 80
between

Marjorie R. Magill, 21565 Rd. 35.5, LaSalle, Colorado 80645

hereinafter called lessor.

and ROMAC Exploration Company, Inc., Denver, Colorado 80293 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten - - - - Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary

rights therein being situated in the County of Logan
State of Colorado, and described as follows:

Township 8 North, Range 52 West
Section 24: NE/4NE/4

538685

Logan Co. Colo. Doc. # 7-16-80

8:00 o'clock A. Phyllis Dollerschell Recorder

Marlene Craddock Deputy

and containing 40 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of two (2) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 23rd day of June

19 81, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Bank at _____, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in

said land or in the oil and gas or in the rentals to accrue hereunder, the sum of forty and no/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness.

Soc. Sec. No. _____

X Marjorie R. Magill
Marjorie R. Magill

AGREEMENT, Made and entered into this 26th day of January 1976
by and between Darlene Oberg Strangways and
William Strangways her husband,
Hale Star Route
Wray, Colorado

Party of the first part, hereinafter called lessor (whether one or more) and
Transcontinent Oil Company, Denver, Colorado 80202 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More (\$10.00 & More) DOLLARS
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to
be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its
successors and assigns for the sole and only purpose of surveying by geological, geophysical and all other methods, mining and operating for oil and
gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that cer-
tain tract of land, together with any reversionary rights therein, situate in the County of Logan
State of Colorado, described as follows, to-wit:

TOWNSHIP 8 NORTH, RANGE 52 WEST, 6th P.M.
Section 13: NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$

511981
Loren Co. Colo. Loc. # 8:00 o'clock A.M. Mary Graves 2-20-76
John S. Strick

and containing 160.00 acres, more or less.
It is agreed that this lease shall remain in force for a term of 5 years from date, and as long thereafter as oil or gas, or either of them, is
produced from said land by the lessee, its successors and assigns:

In consideration of the premises the said lessee covenants and agrees:
First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal
one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay
lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.
Second. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only
is found and where not sold shall pay a sum equal to the annual delay rental herein as royalty, and while such royalty is so paid such well shall be held
to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal
dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
Third. To pay lessor one-eighth ($\frac{1}{8}$) of the market value at the well for gas produced from any oil well and used off the premises, or for the
manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 26th day of January 1977, this lease shall terminate
as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

First National Bank at Wray, Colorado
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part
thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of
One Hundred Sixty and 00/100 (\$160.00) DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner
and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.
And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date
when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and pay any and all other rights
conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be
deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the
payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the
land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next rental paying date
this lease shall terminate as to both parties, unless the lessee on or before the next rental paying date shall resume the payment of rentals in the
same amount and in the same manner as hereinbefore provided, and it is agreed upon the resumption of the payment of rentals, as above provided,
the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no
interruption in the rental payment.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and
rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such
rentals shall be increased at the next succeeding rental anniversary after any reversion having occurred to cover the interest so acquired with or
without notice of said reversion to lessee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells
and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to
draw and remove casing.

Lessee shall pay for all damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines be-
low plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the
lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this
lease, and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them
be found in paying quantities in any such well this lease shall continue and be in force with like effect as if such well had been completed within
the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease
or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or
advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit
or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of
one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the pro-
duction of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an
instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a
unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have
the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The
royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the propor-
tion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall
extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties
shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is
hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or
parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat
or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said
rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obliga-
tions hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with
orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or com-
mittees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or
be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a
cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compli-
ance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such
purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the
terms and conditions of this lease where inconsistent therewith.

Lessee may at any time release this lease as to part or all of the lands above described after which all payments and liabilities thereafter to accrue,
as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced
proportionately.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time
to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and
be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and
devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.
_____(SEAL) x Darlene Oberg Strangways _____(SEAL)
S.S.# _____(SEAL) Darlene Oberg Strangways
S.S.# _____(SEAL) x William Strangways _____(SEAL)
_____ (SEAL) William Strangways _____(SEAL)

AGREEMENT, Made and entered into this 29th day of January, 1976
by and between George Wacker, a widower
603 N. 3rd St.
Sterling, Colorado 80751

Party of the first part, hereinafter called lessor (whether one or more) and
Transcontinent Oil Company, Denver, Colorado 80202 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and More (\$10.00 & More) DOLLARS
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to
be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its
successors and assigns for the sole and only purpose of surveying by geological, geophysical and all other methods, mining and operating for oil and
gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that cer-

tain tract of land, together with any reversionary rights therein, situate in the County of Logan
State of Colorado, described as follows, to-wit:

511982
Logan County, Colorado
8:00 o'clock A.M. Mary Graves
Jean Stieh

TOWNSHIP 8 NORTH, RANGE 52 WEST, 6th P.M.
Section 13: NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$

and containing 160.00 acres, more or less.
It is agreed that this lease shall remain in force for a term of 5 years from date, and as long thereafter as oil or gas, or either of them, is
produced from said land by the lessee, its successors and assigns:

- In consideration of the premises the said lessee covenants and agrees:
First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal
one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay
lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.
Second. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only
is found and where not sold shall pay a sum equal to the annual delay rental herein as royalty, and while such royalty is so paid such well shall be held
to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal
dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
Third. To pay lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the
manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 29th day of January, 1977, this lease shall terminate
as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

Direct to Lessor Bank at 603 N. 3rd St.
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part
thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of

One Hundred Sixty and 00/100 (\$160.00) DOLLARS,
which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner
and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.
And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date
when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and pay any and all other rights
conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be
deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the
payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the
land, or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next rental paying date
this lease shall terminate as to both parties, unless the lessee on or before the next rental paying date shall resume the payment of rentals in the
same amount and in the same manner as hereinbefore provided, and it is agreed upon the resumption of the payment of rentals, as above provided,
the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no
interruption in the rental payment.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and
rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such
rentals shall be increased at the next succeeding rental anniversary after any reversion having occurred to cover the interest so acquired with or
without notice of said reversion to lessee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells
and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to
draw and remove casing.

Lessee shall pay for all damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines be-
low plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the
lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this
lease, and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them
be found in paying quantities in any such well this lease shall continue and be in force with like effect as if such well had been completed within
the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease
or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or
advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit
or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of
one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the pro-
duction of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an
instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a
unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have
the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The
royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the propor-
tion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall
extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties
shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is
hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or
parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat
or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said
rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obliga-
tions hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with
orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or com-
mittees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or
be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a
cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compli-
ance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such
purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the
terms and conditions of this lease where inconsistent therewith.

Lessee may at any time release this lease as to part or all of the lands above described after which all payments and liabilities thereafter to accrue,
as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced
proportionately.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time
to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and
be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and
devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.
(SEAL) X George Wacker (SEAL)
(SEAL) _____ (SEAL)
(SEAL) S.S.# _____ (SEAL)
(SEAL) _____ (SEAL)

THIS AGREEMENT, Entered into this the 10th day of September, 19 80
between Helen Mae Lewis, 10544 Blumont Rd., South Gate, California 90280
George A. Walker, Anaheim, California and
H. Jack Walker Santa Rosa, Ca hereinafter called lessor,
and ROMAC Exploration Company, Inc., Denver, Colorado 80293 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and ovc Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Logan

State of Colorado, and described as follows Logan Co. Colo. Doc. 540861 Recorded 10-16
8:00 o'clock A M. Phyllis Dollerschell
Helen Schief
Township 8 North, Range 52 West, 6th P.M.
Section 24: NE/4NE/4

and containing 40 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of TWO (2) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 10th day of September, 19 81, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Bank at, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in

said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Forty and no/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness

Soc. Sec. No. _____

Soc. Sec. No. _____

Soc. Sec. _____

H. Jack Walker
George A. Walker
Helen Mae Lewis